

Application No.: 10/783,591

Docket No.: 40059-0012

REMARKS/ARGUMENTS

Applicant has reviewed the detailed Office Action mailed 12/09/2005 and thanks Examiner Phillips for the indication of allowed and allowable subject matter. In the outstanding office action, claims 1-3 and 13-15 were rejected. Claims 9-12 were allowed and claims 4-8 and 17-20 were indicated as being allowable if rewritten in independent form. In this paper, claims 1, 3, 13, and 15 have been amended. Additionally, claims 4-8 and 17-20 were cancelled and re-written in independent form as new claims 21-25 and 26-30, respectively. Thus, claims 1-3, 9-15, and 21-30 will be pending upon entry of this amendment. Applicant requests reconsideration of the pending claims in view of the following remarks.

Allowed Claims

Applicant respectfully thanks Examiner Phillips for the allowance of claims 9-12 in the outstanding office action.

Allowable Subject Matter

The outstanding office action indicated that claims 4-8 and 17-20 were objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims. Further, there was no mention in the outstanding office action of the disposition of claim 16; consequently Applicant has assumed that claim 16 would also be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims. With this amendment, Applicant has cancelled claims 4-8 and 16-20 and re-written them in independent form, including all of the limitations of the base claim and intervening claims, as new claims 21-25 and 26-30, respectively. Allowance of new claims 21-25 and 26-30 is respectfully requested.

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Claim Rejections – 35 USC §102

Claims 1-3 and 13-15 were rejected under 35 U.S.C. §102(b) as being anticipated by Bertoni (U.S. Patent No. 6,513,175 B2). For at least the following reasons, Applicant respectfully traverses the rejection.

A. Claims 1-3 rejected under 35 U.S.C. §102(b) as being anticipated by Bertoni

For at least the following reasons, Applicant respectfully traverses the rejection.

Independent claim 1, as amended, recites:

Mounting apparatus for a pool cover assembly having a plurality of pool cover components disposed in a pool cover box, comprising:

- (e) an elongated member adapted to be attached to the pool cover box; and
- (f) a mounting member adapted to removably couple at least one of the pool cover components to the elongated member, wherein the mounting member is configured to slideably engage the elongated member.

(emphasis added).

In contrast to the above-identified claim elements of independent claim 1, Bertoni fails to teach or suggest a mounting apparatus for a pool cover assembly including an elongated member adapted to be attached to the pool cover box and a mounting member adapted to removably couple at least one pool cover component, wherein the mounting member is “configured to slideably engage the elongated member.” Rather, Bertoni teaches a below-deck solar blanket roller assembly including a rigid piece of galvanized metal that extends from and is fixedly supported by a plurality of flanges formed on an inner wall of the assembly. (See Bertoni, FIGS. 1 and 2; Col. 7, Lines 18-47). Additionally, Bertoni teaches a below-deck solar blanket roller assembly that is to be permanently installed, without teaching or suggestion of sliding or otherwise removing the rigid galvanized support member. (See Bertoni, Col. 11, Lines 24-50). Consequently, there is no teaching or suggestion that the rigid piece of galvanized metal used as a support member in Bertoni is or can be removably or slideably coupled to the assembly.

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It is well known that "[a] claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987) (emphasis added). See M.P.E.P. § 2131. Therefore, because Bertoni fails to teach or suggest a mounting member adapted to removably couple at least one pool cover component, wherein the mounting member is configured to slideably engage the elongated member, the rejection of independent claim 1, and all claims that depend there from under 35 U.S.C. § 102(b) as being anticipated by Bertoni should be reconsidered and withdrawn.

B. Claims 13-15 rejected under 35 U.S.C. §102(b) as being anticipated by Bertoni

For at least the following reasons, Applicant respectfully traverses the rejection.

Independent claim 13, as amended, recites the following:

A method for mounting a pool cover assembly having a plurality of pool cover components in a pool cover box for a swimming pool cover, comprising:

- (c) attaching an elongated member to the pool cover box; and
- (d) removably coupling a mounting member supporting at least one of the pool cover components to the elongated member by slideably coupling the mounting member to the elongated member of the pool cover box. (Emphasis added).

As illustrated above, independent claim 13 recites a method for mounting a pool cover assembly including attaching an elongated member to a pool cover box and removably coupling a mounting member supporting at least one of the pool cover components to the elongated member by "slideably coupling the mounting member to the elongated member of the pool cover box." As mentioned previously, with respect to claim 1, Bertoni fails to teach or suggest a mounting apparatus for a pool cover assembly including an elongated member adapted to be attached to the pool cover box and a mounting member adapted to removably couple at least one pool cover component, wherein the mounting member is configured to slideably engage the elongated member. Consequently, the arguments detailed above with respect to independent claim 1 equally apply to independent claim 13. Further, there is no

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teaching or suggestion of a method for slideably coupling the mounting member to an elongated member.

Again, "[a] claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987) (emphasis added). See M.P.E.P. § 2131. Therefore, because Bertoni fails to teach or suggest a method for mounting a pool cover assembly including attaching an elongated member to a pool cover box and removably coupling a mounting member supporting at least one of the pool cover components to the elongated member by slideably coupling the mounting member to the elongated member of the pool cover box, the rejection of independent claim 13, and all claims that depend there from under 35 U.S.C. § 102(b) as being anticipated by Bertoni should be reconsidered and withdrawn.

CONCLUSION

In view of the above, each of the presently pending claims in this application is believed to be in condition for allowance. Accordingly, the Examiner is respectfully requested to pass this application to issue.

If any fees are owed in connection with this paper that have not been elsewhere authorized, authorization is hereby given to charge those fees to Deposit Account 18-0013 in the name of Rader, Fishman & Grauer PLLC, under Order No. 40059-0012 from which the undersigned is authorized to draw. A petition for a one month extension of time under 37 C.F.R. § 1.136(a) is hereby made, the fee for which should be charged to the aforementioned deposit account. If the Examiner has any comments or suggestions which could place this application in even better form, the Examiner is requested to telephone the undersigned attorney at the number listed below.

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CONCLUSION

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Dated: April 10, 2006

Respectfully submitted,

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